

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 67	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-D-0318		3. Effective Date 2004SEP27		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN AMSTA-LC-PHAA SHEILA DOLAN (586)574-5848 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: DOLANS@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA NORTHERN EUROPE (UNITED KINGDOM) PCS 826, BOX 55 LOUDWATER UNITED KINGDOM FPO, AE 09420-0055			Code SUK12A	
			SCD C PAS NONE		ADP PT HQ0339		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) FBM BABCOCK MARINE LTD. 5 TOWN QUAY SOUTHAMPTON, HAMPSHIRE, GB UNITED KINGDOM TYPE BUSINESS: Foreign Concern/Entity				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
Code K3335				Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified) Item 12	
11. Ship To/Mark For SEE SCHEDULE				12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data			
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price		15C. Quantity		15D. Unit	
				15E. Unit Price		15F. Amount	
Contract Expiration Date: 2008SEP30				15G. Total Amount Of Contract		\$0.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	59
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	25	X	J	List of Attachments	67
X	D	Packaging and Marking	43	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	47		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	52				
X	G	Contract Administration Data	55		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	56		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer GLORIA MCCRACKEN MCCRACKG@TACOM.ARMY.MIL (586)574-6524			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2004SEP27	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.		

SECTION A - SUPPLEMENTAL INFORMATION
EXECUTIVE SUMMARY

1. THIS IS A FIVE YEAR REQUIRMENTS CONTRACT.
2. ALL CLINS ARE FIRM-FIXED-PRICE.

*** END OF NARRATIVE A 001 ***

	Regulatory Cite	Title	Date
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
<p>(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.</p> <p>(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.</p> <p>(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.</p> <p>(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.</p> <p>(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil</p> <p>(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com</p>			
A-2	52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
<p>Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil</p>			

[End of Clause]

[End of Notice]

A-3	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

A-4	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SUPPLIES OR SERVICES AND PRICES/COSTS:

IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW,
THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:

THE SECOND, THIRD, AND FOURTH DIGITS SIGNIFY ITEM
AND THE FIRST DIGIT SIGNIFIES THE APPLICABLE
ORDERING YEAR, i.e., CLIN 1001 IS FOR THE FIRST ITEM -
FIRST ORDERING YEAR, CLIN 2001 IS FOR THE FIRST ITEM -
SECOND ORDERING YEAR, CLIN 3001 IS FOR THE FIRST ITEM-
THIRD ORDERING YEAR, ETC.
CLINS 001, 002, ETC. APPLY TO ANY ORDERING YEAR

THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE
SOLICITATION AND RESULTING CONTRACT:

FIRST ORDERING YEAR OF THE CONTRACT IS AWARD OF CONTRACT
THROUGH 30 SEPTEMBER 2004

SECOND ORDERING YEAR OF THE CONTRACT IS 01 OCTOBER
2004 THROUGH 30 SEPTEMBER 2005

THIRD ORDERING YEAR OF THE CONTRACT IS 01 OCTOBER
2005 THROUGH 30 SEPTEMBER 2006

FOURTH ORDERING YEAR OF THE CONTRACT IS 01 OCTOBER
2006 THROUGH 30 SEPTEMBER 2007

FIFTH ORDERING YEAR OF THE CONTRACT IS 01 OCTOBER
2007 THROUGH 30 SEPTEMBER 2008

NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL
ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH
THE ORDER IS ISSUED. THE DELIVERY DATE DOES
NOT DETERMINE THE ORDERING YEAR.

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECURITY CLASS: Unclassified				
0001AB	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: BATTLE DAMAGE ASSESS REPAIR</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.4.6.6 & C.10.2, CDRL AOOH</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		EA		\$ 40,732.00
0001AC	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: TEST SSP</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.4.8.1.2 & C.10.2</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		EA		\$ 15,362.00
0001AD	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: CONTRACTOR TECH SUPPORT</p>		DA		

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<p>IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.4.8.4 & C.10.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>THE FOLLOWING DAILY RATES APPLY TO THE FIRST, SECOND, THIRD, FOURTH AND FIFTH YEARS OF THE CONTRACT:</p> <p>FIRST ORDERING YEAR: \$1,311.00 DA</p> <p>SECOND ORDERING YEAR: \$1,351.00 DA</p> <p>THIRD ORDERING YEAR: \$1,391.00 DA</p> <p>FOURTH ORDERING YEAR: \$1,432.00 DA</p> <p>FIFTH ORDERING YEAR: \$1,475.00 DA</p> <p>ESTIMATED ORDERING QUANTITY IS 60 DAYS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: CONTRACTOR FIELDING SUPPORT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.4.8.5 & C.10.4</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>THE FOLLOWING DAILY RATES APPLY TO THE FIRST, SECOND, THIRD, FOURTH AND FIFTH YEARS OF THE CONTRACT:</p> <p>FIRST ORDERING YEAR: \$1,311.00 DA</p> <p>SECOND ORDERING YEAR: \$1,351.00 DA</p> <p>THIRD ORDERING YEAR: \$1,391.00 DA</p>		DA		

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOURTH ORDERING YEAR: \$1,432.00 DA</p> <p>FIFTH ORDERING YEAR: \$1,475.00 DA</p> <p>ESTIMATED ORDERING QUANTITY IS 60 DAYS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				
0001AF	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: SELF TAUGHT TRAINING</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.4.10.3 & C.10.5, CDRL A00N</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 266,882.00
0001AG	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FOLLOW-ON NET</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.10.4.4 & C.10.6</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p>				

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>THE FOLLOWING SESSION RATES APPLY TO THE FIRST, SECOND, THIRD, FOURTH AND FIFTH YEARS OF THE CONTRACT:</p> <p>FIRST ORDERING YEAR: \$18,650.00 SESSION</p> <p>SECOND ORDERING YEAR: \$19,212.00 SESSION</p> <p>THIRD ORDERING YEAR: \$19,768.00 SESSION</p> <p>FOURTH ORDERING YEAR: \$20,343.00 SESSION</p> <p>FIFTH ORDERING YEAR: \$20,932.00 SESSION</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				
1001	SECURITY CLASS: Unclassified				
1001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BEB PRODUCTION</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.1 AND ATPD 2317, CDRL A003</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>FIRST YEAR ESTIMATED ORDERING QUANTITY IS 3</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 219,866.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: NAVKIT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.A</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>FIRST YEAR ESTIMATED ORDERING QUANTITY IS 1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 1,391.00000	
1003	SECURITY CLASS: Unclassified				
1003AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: BEB CONTRACTOR FIELDING SPT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.10.4</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED QUANTITY IS 1 LOT</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ 93,498.00

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	SECURITY CLASS: Unclassified				
1004AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: BEB SHAKEDOWN TESTING</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.5.3.2, CDRL C.10.4</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 LOT</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ 29,306.00
1005	SECURITY CLASS: Unclassified				
1005AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BEB TAN PAINT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 3,991.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BEB CAMOUFLAGE PAINT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>		EA	\$ 4,615.00000	
1006	SECURITY CLASS: Unclassified				
1006AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CONV BEB HULLS MARK I TO II</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.4</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p>		EA	\$ 8,360.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin				
2001	SECURITY CLASS: Unclassified				
2001AA	<u>PRODUCTION QUANTITY</u> NOUN: BEB PRODUCTION IN ACCORDANCE WITH SECTION C, PARAGRAPH C.1 AND ATPD 2317, CDRD A003 TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE SECOND YEAR ESTIMATED ORDERING QUANTITY IS 14 (End of narrative B001)		EA	\$ 222,574.00000	
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin				
2001AB	<u>PRODUCTION QUANTITY</u> NOUN: NAVKIT IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.A TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE SECOND YEAR ESTIMATED ORDERING		EA	\$ 1,434.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>QUANTITY IS 5</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
2002	SECURITY CLASS: Unclassified				
2002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TAN PAINT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 4,173.00000	
2002AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CAMOUFLAGE PAINT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p>		EA	\$ 4,828.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
2003	SECURITY CLASS: Unclassified				
2003AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FOLLOW-ON PRODUCTION TEST</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.10.7</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		EA		\$ 30,482.00
2004	SECURITY CLASS: Unclassified				
2004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CONVER BEB HULLS MARK I TO II</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.4</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p>		EA	\$ 8,761.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
3001	SECURITY CLASS: Unclassified				
3001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BEB PRODUCTION</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.1 AND ATPD 2317, CDRL A003</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>THIRD YEAR ESTIMATED ORDERING QUANTITY IS 14</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 229,864.00000	
3001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: NAVKIT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.A</p>		EA	\$ 1,477.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>THIRD YEAR ESTIMATED ORDERING QUANTITY IS 5</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
3002	SECURITY CLASS: Unclassified				
3002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TAN PAINT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 4,364.00000	
3002AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CAMOUFLAGE PAINT</p> <p>IN ACCORDANCE WITH SECTION C,</p>		EA	\$ 5,052.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
3003	SECURITY CLASS: Unclassified				
3003AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FOLLOW-ON PRODUCTION TEST</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.10.7</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		EA		\$ 31,478.00
3004	SECURITY CLASS: Unclassified				
3004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CONV BEB HULLS MARK I TO II</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.4</p>		EA	\$ 9,181.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
4001	SECURITY CLASS: Unclassified				
4001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BEB PRODUCTION</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.1 AND ATPD 2317, CDRL A003</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>FOURTH YEAR ESTIMATED ORDERING QUANTITY IS 14</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 237,403.00000	
4001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: NAVKIT</p>		EA	\$ 1,522.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>FOURTH YEAR ESTIMATED ORDERING QUANTITY IS 5</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
4002	SECURITY CLASS: Unclassified				
4002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TAN PAINT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 4,563.00000	
4002AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CAMOUFLAGE PAINT</p>		EA	\$ 5,286.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
4003	SECURITY CLASS: Unclassified				
4003AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FOLLOW-ON PRODUCTION TEST</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.10.7</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		EA		\$ 32,510.00
	<p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.10.7</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
4004	SECURITY CLASS: Unclassified				
4004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CONV BEB HULLS MARK I TO II</p>		EA	\$ 9,621.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.4</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
5001	SECURITY CLASS: Unclassified				
5001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BEB PRODUCTION</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.1, ATPD 2317, AND CDRL A003</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>FIFTH YEAR ESTIMATED ORDERING QUANTITY IS 14</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 245,200.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: NAVKIT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.A</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>FIFTH YEAR ESTIMATED ORDERING QUANTITY IS 5</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLUASE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 1,567.00000	
5002	SECURITY CLASS: Unclassified				
5002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TAN PAINT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 4,772.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CAMOUFLAGE PAINT</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 5,531.00000	
5003	SECURITY CLASS: Unclassified				
5003AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FOLLOW-ON PRODUCTION TEST</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.10.7</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		EA		\$ 33,582.00
5004	SECURITY CLASS: Unclassified				

Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CONVER BEB HULLS MARK I TO II</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.4</p> <p>TO BE BILLED IN ACCORDANCE WITH ATTACHMENT 003, MILESTONE BILLING SCHEDULE</p> <p>ESTIMATED ORDERING QUANTITY IS 1 EACH</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 10,084.00000	

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Name of Offeror or Contractor: FBM BABCOCK MARINE LTD.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

Bridge Erection Boat
Scope of Work

C.1 General. The Bridge Erection Boat (BEB) is an aluminum-hulled, twin-diesel, twin-jet work boat that supports float bridging operations. It is used to build bridges and build and maneuver rafts. It is transported, launched and retrieved by the M1977 Common Bridge Transporter (CBT) truck and M14 Improved Boat Cradle (IBC). Its dimensions are roughly 27 feet long, 8 feet wide and 26 inches draft. The normal crew is one operator and one bridge crewman. The BEB is operated by and maintained using the personnel and equipment of the Multi-Role Bridge Company (MRBC).

C.1.1 Definitions. For this SOW the following definitions apply:

BEB:	The new Bridge Erection Boat
Mk I/Mk II:	The fielded Bridge Erection Boat
Contractor:	FBM Babcock
Government:	The US Army PM Bridging

C.1.2 Program Overview. The contractor is responsible for the overall design, development, component selection, integration, fabrication, contractor testing, Government test support, logistics product development and fielding support, configuration management, production planning and eventual full production of the BEB.

C.1.3 Program Management. The contractor shall be responsible for overall program management, which includes as a minimum, the allocation and control of contractor provided resources as well as the synchronization of Government provided resources to achieve program objectives and requirements.

C.1.3.1 Work Breakdown Structure (WBS). The contractor shall prepare and maintain a WBS and a WBS Dictionary using MIL-HDBK-881 as a guide for format and content. The Government reserves the right to review and approve the WBS Structure. The contractor shall define all subcontracted effort within the WBS. Contract change proposals require the same level of WBS identification, definitions, and SOW relationships as the basic contract. No WBS changes shall be made at or above the third level of the WBS without Government approval.

C.1.3.2 Master Integrated Program Schedule (MIPS). The contractor shall create and maintain a MIPS. The Government will approve the baseline and all revisions. The MIPS will assist in the measurement of risk management, performance, and program schedule. The contractor is responsible for explaining all program slippages and providing get-well plans within 30 days of discovery of a program slippage (Reference CDRL A001).

C.1.3.3 Meetings and Reviews. The Government and contractor shall conduct meetings and reviews either formally or informally as needed to ensure the success of the BEB. The contractor shall host a Start of Work meeting within 30 days of contract award. The Start of Work meeting should be held either at or near his domestic production facility. Meetings may be either in-person or via teleconference. The contractor shall prepare minutes and maintain the status of action items generated in the course of each meeting or review. Minutes will be provided to all stakeholders no later than five working days from the meeting or review (Reference CDRL A002). Electronic delivery is acceptable. The Government or contractor shall provide notice of formal meetings or reviews at least ten days prior to the requested meeting/review.

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C.1.3.3.1 Preliminary Design Review. The contractor shall conduct a preliminary design review in conjunction with the start of work meeting. During this review the contractor shall present his planned solutions to achieving the requirements of ATPD 2317 Performance Based Purchase Description, Bridge Erection Boat (Attachment 1). The preliminary design review is considered complete upon Government written approval of the minutes and all proposed design alternatives.

C.1.3.3.2 Critical Design Review. The Contractor shall conduct a Critical Design Review at his facility prior 60 days after the approval of the PDR. The contractor shall present his system design with supporting analysis. The critical design is considered complete upon written Government approval of the minutes and finalized requirements (specified, derived, and implied).

C.1.3.4 In-Process Reviews (IPR). The contractor shall conduct quarterly IPRs that address, at a minimum technical performance progress, technical data development, ILS development, cost and schedule status. The location of these IPRs will be the contractors facility unless otherwise agreed to by the parties.

C.1.3.5 Working Integrated Process Teams (IPT). The contractor shall form working IPTs as necessary to support the BEB effort. The working IPTs will be composed of contractor and Government personnel. The working IPTs will guide the direction and progress of the program. The working IPTs will be responsible for risk mitigation efforts.

C.1.3.6 Risk Monitoring. The government will manage risk by tracking completion status of important program elements. The contractor shall develop and submit a list of elements to be tracked. The list shall be based upon the requirements of the SOW, WBS, MIPS and CDRLs. The list shall identify a contractor POC and a recommended reporting period for each element. The Government will approve the list and establish a reporting period. The contractor shall submit a recurring report summarizing the completion status of agreed elements. The Government may add or delete elements from the list as the contract progresses (Reference CRDL A00W).

C.1.4 Data. The contractor shall provide access to Contract Data Requirements List (CDRL) and non-CDRL data containing management, financial, engineering, and logistics information electronically. The contractor may provide the access via a secure web site that he manages. Access to data shall be password protected and available only for contract purposes. This on-line access to contractor data shall be available to the Government via personal computers. All data to be delivered under this contract shall be available electronically and in contractor format unless otherwise specified in the contract.

C.2 Engineering. The contractor shall perform the engineering and design effort necessary to document, fabricate, test, deliver and support boats conforming to ATPD 2317 Performance Based Purchase Description, Bridge Erection Boat (Attachment 1).

C.2.1 Configuration Management and Control. The contractor shall establish and utilize configuration management tools and procedures in accordance with Attachment 2, Configuration Management and Technical Data Package (Reference CDRLs A003, A004, A005, A006, A007, A008, and A009).

C.2.2 Part Numbers. All components of the BEB shall have part numbers. These numbers will be used for component identification during manufacture and provisioning. Commercial or Original Equipment Manufacturer (OEM) part numbers shall be used. Part numbers shall be applied to items or to their packaging in accordance with the suppliers practices (for commercially available items) and in accordance with MIL-STD-130L (for contractor manufactured items).

C.2.2.1 Unique Identifiers (UID). The contractor shall develop and assign UID codes for components and assemblies in accordance with MIL-STD-130L. UID labeling shall be applied to items in accordance with MIL-STD-130L. At a minimum, UID codes shall be assigned and applied to all provisioned items with a value of at least \$5000 and to these specific items:

- Boat, complete
- Engine assembly, complete, as containerized
- Jet Assembly, complete, as containerized

The decision to assign a UID to any other item shall be made when the item is provisioned.

C.2.3 Specifications. Specification ATPD 2317 Performance Based Purchase Description, Bridge Erection Boat establishes the performance standards for the boat. This document will be developed and maintained by the Government.

C.2.3.1 The contractor shall develop second tier specifications for major components (engine, gears, and propulsion jet) to ensure their performance and maintainability characteristics comply with ATPD 2317. Such specifications shall be developed and maintained by the contractor. Specifications shall be included on or referenced by drawings as appropriate.

C.2.3.2 The contractor shall develop specifications to define or ensure the performance, quality and maintainability of purchased components and manufactured items. These specifications may be product specifications developed for this program. Nationally recognized standards and specifications (ISO, DIN, SAE, ASTM, etc.) shall be utilized as appropriate. These specifications shall be included on or references by drawings as appropriate.

C.2.4 Transportability Report. The contractor shall submit a transportability report that describes how the boat is transported and

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-D-0318 MOD/AMD</p>	<p style="text-align: center;">Page 27 of 67</p>
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describes the boats compliance with the transportability requirements of ATPD 2317. The report shall include the data required by Data Item Description DI-PACK-80880B, limited to identification of differences between the MkII and the BEB and the effects of these differences on transportability. The report is due 30 days after the Critical Design Review is completed in accordance with CDRL A00A.

C.2.5 Preservation and Packaging.

C.2.5.1 Boat Preservation and Packaging, Short Term. The contractor shall develop materials, processes and procedures to protect the boat during shipment, handling, and temporary storage prior to shipment for fielding. The BEB shall be fielded in unit sets of 14. Adequate protection and security shall be given to equipment and components susceptible to loss or damage from pilferage, vandalism, vibration, corrosion, or other environmental deterioration and any other conditions incidental to the shipment of the boat. Commercial practices and standards are acceptable.

C.2.5.1.1 Shipboard Delivery Packaging. Boats designated for overseas delivery will be shipped as deck cargo. The short term preservation and packaging procedures shall contain a section identifying special procedures, if any, that apply to this mode of delivery (Reference CDRL A00B).

C.2.5.2 Boat Preservation and Packaging, Long Term. The contractor shall develop materials, processes and procedures to protect the boat during exterior storage in excess of 90 days. Adequate protection and security shall be given to equipment and components susceptible to loss or damage from pilferage, vandalism, vibration, corrosion, or other environmental deterioration and any other conditions incidental to the shipment of the boat. Commercial practices and standards are acceptable. The contractor shall provide drawings of containers designed specifically for the BEB components (Reference CDRL A00B).

C.2.5.3 Component Preservation and Packaging. The contractor shall develop preservation methods and packaging for components and assemblies that are provisioned as replacement items. This packaging shall be developed in accordance with commercial practice. Existing packaging shall be used to the maximum extent practical.

C.2.5.4 Reusable Container Development. The contractor shall develop reusable shipping and storage containers for the dressed power pack and dressed propulsion jet. These containers shall protect their contents against physical and environmental damage and pilferage of components. Commercial containers are acceptable. The contents of the dressed power pack and dressed propulsion jet shall be developed during the provisioning process (Reference CDRL A00B).

C.2.5.5 Packaging Schedule. Packaging for the boats and the reusable containers shall be developed prior to the delivery of the first production boat. Packaging for components shall be developed and submitted in conjunction with the development of provisioning data, per Section 4 of this SOW. Packaging shall be applied to boats in accordance with Section C.7.1 of this SOW (Reference CDRL A00B).

C.3 Production Planning.

The Contractor shall be required to use a US-based shipyard for the production of the BEB. The contractor shall be responsible for the management and oversight of the shipyard ensuring that all requirements of the contract are met. The shipyard will be an integral member of all teams described in paragraph C.1.3.

C.3.1 Production Plan. The contractor shall develop a plan detailing his approach for the tear down, re-assembly, inspection, test, acceptance and delivery of boats during the production phase of the program. This plan shall become part of the contract and shall be used in managing that effort. The plan shall address all aspects of the production effort to include; facilities, physical resources, materials, personnel, tools and tooling, tests, test equipment, work flow, storage and control of vendor supplied items, and temporary storage and shipment of the completed boats. Risk areas shall be identified. Mitigation measures shall be identified for each risk. This plan shall be delivered, in contractor format for approval, to PM-Bridging no later than 90 days after contract award (Reference CDRL A00C). Department of Defense Directive 4245.7-M, Chapter 5 shall be used as a guide in preparing the Production Plan.

C.3.1.2 Disposition of Mk I/Mk II parts. The contractor shall remove and prepare for shipment unused Mk I and Mk II parts designated by the Government for use by the Government. As part of the PDR the contractor will identify for the Government those Mk I and Mk II parts they do not plan to reuse during the BEB effort. Within 30 days of notification the Government will identify those Mk I and Mk II parts it will take for use on other efforts. This list will be included in the contractors production plan. All other parts will be disposed of by the contractor.

C.3.2 Production Review (PR). The contractor shall hold a PR 100 days after contract award. The PR shall be held at the contractors facility. The PR shall address management and technical disciplines, design maturity, item configuration, facilities, equipment, production line status, and overall production readiness. The PR results will be used to determine if the design is ready for production, production problems have been resolved, and the contractor has accomplished adequate planning for the production phase. The PR is considered complete upon Government approval of the minutes and finalized requirements (specified, derived, and implied).

C.4 Integrated Logistics Support.

C.4.1 Integrated Logistic Support (ILS) Program. The contractor shall develop and implement an ILS Program as part of the overall BEB Program.

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C.4.1.1 ILS Plan: The Prime Contractor shall develop a plan describing how he intends to fulfill the requirements herein. The plan shall be as extensive as necessary to demonstrate that the Prime Contractor understands the requirements, allocates appropriate resources, and identifies risk areas. The plan will include internal procedures/controls that address ILS influence on design, data requirements, and schedule with milestones for Logistics Management Information (LMI, provisioning, technical manuals), and updates to the program. The plan is subject to Government approval and addresses supportability analysis, maintenance planning, training programs, technical manuals, supply support planning and support equipment. A single point of contact for ILS (Prime, Production Center, Subcontractors), shall be identified to the Government. The plan shall be submitted to the Government 75 days after contract award in accordance with CDRL A00D and requires written approval of PCO.

C.4.1.2 Contractor ILS Objectives:

- a. Develop the ILS concept with the Government.
- b. Identify design changes to improve safety, improve ease of maintenance, and increase reliability.
- c. Accurately identify and document all logistics support resources to operate and maintain the system.
- d. Develop a cost effective maintenance plan and Logistics Support Package (technical manuals, repair parts, tools, test equipment, provisioning) incorporating engineering changes, test incident corrective actions, and validating and updating vendor information.
- e. Create and deliver Logistics Products to support test and logistics events. (logistics demonstration, validations and verifications, fielding, and training)

C.4.1.3 Maintenance Planning. The contractor shall review the complete configuration of the BEB. They shall identify all potential tasks required to place the BEB in operation, operate the BEB, perform scheduled services on the BEB, and maintain or repair the BEB and all its components. The maintenance concept will be oriented toward Army two-level maintenance.

C.4.1.3.1 Supportability Analysis. The Prime Contractor shall conduct a supportability analysis to determine the maintainability characteristics of the system. The contractors shall identify the Logistics Control Number (LCN), maintenance functions, level of maintenance, manpower, Source, Maintainability & Recoverability (SMR) codes, task times, annual maintenance manhours, spare parts, troubleshooting and diagnostics, support equipment, any scheduled maintenance requirements and steps to perform tasks for each repairable item. The analysis shall be conducted in end item hardware top-down, breakdown sequence. The contractor shall present this list to the Government for review and approval prior to creating logistics products (technical manuals, provisioning and training). The list may be submitted to the Government incrementally for review and in accordance with CDRL A00D.

C.4.1.3.2 Functional Requirements Identification. The Contractor shall:

- a. Develop and Maintain LCN structure to repair part level.
- b. Identify peculiar, unique and common tools, parts, equipment and additional authorized list (AAL) equipment.
- c. Develop and Update the Operator/Maintenance Task List.
- d. Furnish Oil Analysis data as required by DI-MISC-80390 (Reference CDRL A00E).

C.4.2 Repair Analysis. In creating the BEB Maintenance Task List, the Contractor shall perform a Level of Repair Analysis (LORA) to determine if it is economical to repair potentially reparable components. If the LORA indicates an item should be repaired, the LORA will recommend which entity within the Army Maintenance structure shall perform the repair. In absence of a suitable Army structure qualified for repair, the recommendation may include contractor logistics repair. The Contractor shall submit his LORA not later than 90 days after contract award in accordance with CDRL A00D. The contractor may use the Armys COMPASS LITE to perform this level of repair analysis or may offer an alternative LORA model to the Government for approval. (COMPASS LITE is available free of charge to Government Contractors on the LOGSA website, <http://www.logsa.army.mil/alc/lite>.)

C.4.3 Provisioning.

References: MIL-PRF-45906, dated 11 Nov 96
Quality Assurance Provisioning Guidance Book (QAPG)
Army Materiel Command (AMC) Pamphlet 700-25, Gu
ide to Provisioning.

C.4.3.1 Provisioning Objectives. The contractor shall develop, maintain and deliver to the Government, provisioning data (Provisioning Master Record or PMR) IAW in MIL STD-1388-2B format (available upon request from the Contracting Officer). This requires development of the contractor database and continuous update of the Government PMR following the final provisioning conference. PMR shall include data for all major assemblies, assemblies, sub-assemblies, components, piece parts, their relational next higher assembly (NHA), mounting/attaching hardware and repair kits. Components of End Item (COEI), Basic Issue Items (BII), Additional Authorized Items List (AAL) and Special Tools/Test Equipment (STTE) and Test Measurement and Diagnostic Equipment (TMDE) required to support the BEB shall be included in the PMR. Common hand tools found in the Army Supply System shall not be included.

C.4.3.2 Provisioning Contract Control Number (PCCN). The PCCN for the BEB is C01911, Model Record AAAA. All provisioned items shall be identified with an Usable On Code (UOC) of DVW.

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C.4.3.3 Provisioning Schedule and Conferences. Realizing that the PMR is a dynamic 'work-in-progress', the contractor shall, at the Start of Work meeting, deliver a schedule outlining his/her estimate of the total number of anticipated provisioned items and a sequential calendar time-line in which to review all necessary PMR data entries and required technical data associated with these items for the BEB. A minimum of 500 and maximum of 1500 lines of provisioning are the norm for any 40 hour period with a typical PMR record consisting of eight lines of provisioning.

C.4.3.4 Provisioning Data Quality Assurance. The contractor shall develop, maintain and continuously update/revise the PMR to reflect the most current and accurate configuration of the BEB, associated Engineering Data for Provisioning (EDFP), pricing, engineering changes and technical data throughout the life of the contract. The PMR shall be structured in a logical "top-down, disassembly" numeric PLISN sequence with ten (10) spaces between each four (4) character Provisioning List Item Sequence Number (PLISN.) The Government will approve/reject the PMR format and structure at the first scheduled provisioning conference. Once approved, no record shall be deleted from the PMR without Government approval. Changes, revisions shall be documented via creation of a new PLISN record. The Government's final acceptance of the PMR, associated EDFP and technical data shall be based in part on the contractor's compliance with the guidance in this SOW, the QAPG, and successful loading of the PMR data into the Government's recognized master data base with an error/reject percentage of less than 5 percent. Any PMR data submission exceeding 5 percent errors shall be rejected and returned to the contractor for correction within 30 working days after official notification.

C.4.3.5 Logistics Management Information (LMI) Data Products. The contractor shall develop and continuously update the following LMI data products. Current submittals are due at each scheduled provisioning conference and final submittals are delivered in accordance with CDRL A00F. Data products deemed inaccurate, incomplete or unacceptable will be rejected by the Government at the provisioning conference. The contractor shall have 30 working days to make corrections and electronically re-submit data for review/acceptance. Formal notice of acceptance/rejection will be made through the contracting officer. The following data constitutes LMI data products:

Provisioning Parts List (PPL) The PPL is structured in PMR format (see MIL-PRF-49506 for guidance), depicting the actual manufacturer's part number and Commercial Activity Government Entity (CAGE) code, with 10 spaces between four character PLISNs, depicting all items provisioned to date. Two paper copies of the PPL shall be delivered at each scheduled provisioning conference for Government use.

Pre-Procurement Screening - Each item provisioned shall be screened for the existence of a valid National Stock Number (NSN), using available screening tools (e.g. Haystack, Federal Logistics Information Service, etc.), along with the NATO Master Cross Reference List (NMCRL). One paper copy of the screening results shall be delivered at each scheduled provisioning conference for Government use. Where an item screen results in a valid NSN, the following data shall be validated:

- The Manufacturer's part reference number
- The Manufacturer's CAGE code
- The Item Nomenclature
- The Reference Number Category Code (RNCC)
- The Reference Number Variation Code (RNVC) - acceptable
- Combinations of RNCC/RNVC are 2-2, 3-2
- The Item's Shelf Life Code (SL)
- The Actual Unit of Measure (UM)
- The Unit of Measure Price
- The Item's Essentiality Code (EC)
- The Item's Recoverability Code

C.4.3.5.1 Engineering Data for Provisioning (EDFP). Where no valid NSN is available, appropriate EDFP shall be developed supporting the provisioned item. The EDFP shall be in the English Language.

C.4.3.5.2 Adequate EDFP may include an engineering drawing which completely identifies the item as to size, dimensions, special characteristics and material composition. The associated PLISN shall be annotated above the drawing's 'title block' and the actual manufacturer's CAGE code shall be depicted adjacent the drawing/part number. Any EDFP which is deemed "proprietary" in nature shall be clearly labeled as PROPRIETARY DATA-FOR PROVISIONING PURPOSES ONLY.

C.4.3.5.3 Two paper copies of EDFP shall be delivered at each scheduled provisioning conference for Government Use. Upon successful completion of the provisioning conference, one composite CD-R, containing all the EDFP submitted, in PLISN sequence, shall be delivered to the Government.

C.4.3.5.4 No EDFP shall be required where a provisioned item is identified by recognized, verifiable Government or industry standard/specification which results in an NSN. Nor will EDFP be required for items which have been identified and noted in the PMR as 'referenced' to a 'first-appearance' PLISN.

C.4.3.6 The Government may, at its discretion, submit Provisioning Technical Documentation (PTD) reports which identify data changes (part/reference number, Source, Maintenance and Recoverability (SMR) codes, etc. The contractor shall incorporate these data into the PMR.

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C.4.3.7 As part of the PMR the following data elements shall be developed for Data Record H:

Reference Number
Provisioning System Identification Code (the PCC)
CAGE code
Reference Number Category Code (RNCC)
Reference Number Variation Code (RNVC)
Item Nomenclature
Reference Number overflow (where required)
National Stock Number (NSN)
Unit of Issue (UI)
Unit of Issue Price (initially, estimated prices may be used - iterative use of \$1.01 or \$0.99 is discouraged)
Unit of Issue Conversion Factor
Shelf Life Code (where appropriate)
Additional Reference Number (where necessary)
Additional Reference Number CAGE code (where appropriate)
Additional Reference Number RNCC/RNVC (where appropriate)
Unit of Measure (UM)
Unit of Measure Price

C.4.3.7.1 As part of the PMR the following data elements shall be developed for Data Record H1:

Reference Number
Significant Character Code
LSA Control Number
Provisioning System Identification Code
Usable On Code (UOC) = DVW
Indenture Code
PLISN
Quantity per Assembly
Quantity per End Item
Next Higher Assembly (NHA) PLISN
Same As PLISN (SAP) (referenced items)
Source, Maintenance and Recoverability (SMR) code (manufacturer's recommendation)
Demilitarization Code (DEMIL)
Maintenance Replacement Rate (MRR) I
Maintenance Replacement Rate (MRR) II
Maintenance Replacement Rate Modifier
Maintenance Task Distribution (MTD)
Repair Cycle Time (RCT)
Essentiality Code (EC)
Functional Group Code (FGC), where applicable
Technical Manual (TM) Figure Number
TM Item Number
TM Code
Replacement Task Distribution (RTD)
Change Authority (for provisioned items requiring change)
Interchangeability Code (used with Change Authority)
Serial Number Affectivity (used with Change Authority)
Change Authority Number
Any additional data elements required by the contractor's automated system

C.4.4 Not Used

C.4.5 Not Used

C.4.6 Technical Publications.

C.4.6.1 Contractor shall develop equipment Technical Manuals (TM) listed below in accordance with the technical content requirements of MIL-STD-40051B. The Government will provide the TM Code at the Start Of Work meeting.

C.4.6.2 Contractor-developed TMs will be subdivided into volumes (if applicable), chapters, and work packages in accordance with MIL-

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STD 40051B. Individual work packages will not exceed 30 pages. The contractor will assign each work package a numeric work package number in accordance with MIL-STD 40051B. MIL-HDBK 1222B provides examples of typical work package style and format. Best commercial practice will govern work package type size, alignment, style, and spacing (Reference CDRL A00G).

C.4.6.3 All contractor-developed graphics will be delivered in one of the following graphic file formats in accordance with MIL-STD 40051B, in addition to one paper copy:

- a. Computer Graphic Metafile (CGM)
- b. Adobe Acrobat (PDF)
- c. Continuous Acquisition and Life-Cycle Support (CALS) Raster
- d. Initial Graphics Exchange Specification (IGES)
- e. Tagged Image File Format (TIFF)
- f. Joint Photographic Experts Group (JPEG) (preferred)

C.4.6.4 Contractor shall ensure the Final Draft Equipment Publication (FDEP) delivered under this contract is consistent with the Government approved equipment configuration as a result of final tests. The contractor must validate technical manual data that changes as a result of this testing prior to FDEP delivery.

C.4.6.5 TM numbers for the BEB publications are:

- a. Operator Manual TM 5-1940-322-10
- b. Field and National Maintenance Manual TM 5-1940-322-25
- c. Repair Parts and Special Tools List TM 5-1940-322-25P

The contractor shall deliver copies of the publication electronically, in Microsoft Word? and editable PDF, in addition to one hard copy per CDRL A00G. Draft TM delivery shall adhere to the delivery dates specified during start of work meeting.

C.4.6.5.1 Contractor shall produce and deliver an editable (i.e. Adobe Acrobat) ETM file or word processing file (i.e. MS Word for Windows or equivalent) for each publication in paragraph C.4.6.5.

C.4.6.6 Battle Damage Assessment Repair (BDAR). As directed by the Contracting Officer, the Contractor shall prepare inventive and uncharacteristic repairs for battle time sustainment. BDAR instructions shall be developed to support the BEB and will be included as a dedicated chapter of the operator and unit maintenance manuals. Such repair instructions are to provide a basis for field expedient fixes during emergency or combat operations. Purpose is to rapidly return disabled boats to safety or to the operational commander by expediently fixing, bypassing or jury-rigging components to restore the minimal essential systems required for the support of the mission or to enable the boat to self-recover. Such repairs are temporary and may not restore full performance. Guidance for development of BDAR may be found in Army Field Manual, FM 20-22, "Vehicle Recovery Operations" or in TM 9-2320-356-BD. Copies of both of these documents will be provided to assist in applying BDAR principles to the BEB mechanical recovery procedures (Reference CDRL A00H).

C.4.6.7 Not Used

C.4.6.8 Not Used

C.4.6.9 The Contractor shall validate the accuracy of all publication deliverables. The Government has the right to review validation records and witness validation processes at any time during the contractor performance period. The Government reserves the right to verify all publication deliverables. Government reviews and verification may be done through statistical sampling, a mix of desktop review and actual performance. If the contractor has not adequately validated data, the Government may return products for rework. TM validation/verification will be accomplished as much as possible coincident with the combined Logistics Demonstration/Validation Verification (paragraph 4.7).

C.4.6.10 Two-Level Maintenance. The Army's two-level maintenance system consists of Field Maintenance and Sustainment Maintenance. These requirements will be further discussed at the Start of Work meeting.

C.4.6.10.1 Field Maintenance will consist of on-system repairs. It is mainly replacement of defective parts and preventive maintenance. Field maintenance is done by operators or at the unit level or near the unit. It returns repaired equipment to the soldier. It covers crew, unit and selected direct support maintenance tasks. It consists of tasks that do not require further disassembly of the component to accomplish repairs. Parts/components requiring disassembly or further repairs are replaced on the end item with failed parts to be evacuated to Sustainment Maintenance.

C.4.6.10.2 Sustainment Maintenance will consist of off-system repairs. It is mainly repair of defective equipment parts. Sustainment maintenance is designed to repair and return items to the supply system. Sustainment maintenance includes maintenance tasks required to return components, subassemblies and/or end item systems to serviceable condition in accordance with National Maintenance Standards.

C.4.6.11 Special Tools and Test Equipment (STTE). The contractor shall identify all special tools and test equipment required to

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service or repair the BEB. Special Tools are defined as tools not found in the U.S. Army's "General Mechanics" tool kit (NSN: 5180-01-454-3787), "Organizational Maintenance" Common #1 tool kit (NSN: 4910-00-754-0654), "Common #2" tool kit (NSN: 4910-00-754-0650), tool kit "Supplement #1" (NSN: 4910-00-754-0653) and Forward Repair System (NSN: 4940-01-463-7940). The Government will approve all recommendations for implementation.

C.4.6.12 Publication History File. The contractor shall maintain a file of all manual changes made during this contract to include engineering change proposals and post-fielding reports. It shall be available to Government representatives upon request.

C.4.6.13 Reproduction Rights. The Government shall have unlimited rights to reproduce technical manuals and all illustrations developed under this contract.

C.4.7 Combined Logistics Demonstration (LD)/Validation Verification (VV).

The LD is a hands-on verification of the Logistics Support Package carried out by performing selected tasks using actual hardware. The VV concentrates on the accuracy of tasks and accompanying illustrations. The LD/VV focus will be on improved maintainability, the identification of system design improvements, a reduction of special tools, improved safety procedures in maintaining the boat, and timed reduction of maintenance task performance.

C.4.7.1 Contractor Responsibilities. The Contractor shall act as a consultant to Government operators and mechanics in performing operator and maintenance tasks during the LD/VV. The LD/VV shall be conducted at the contractors production site. Contractor facilities will include adequate shop area, overhead lift capabilities, requisite common tools, special tools, and test and diagnostic equipment required to perform all identified BEB operator and maintenance tasks. The LD/VV will include physical performance of all PMCS and all scheduled maintenance tasks. The LD/VV will also include physical performance of not less than 35% non-scheduled maintenance tasks and a 100% desktop review of all remaining non-scheduled maintenance tasks.

C.4.7.1.1 Logistics Products and Support Equipment. The contractor shall supply all BEB technical manuals including a complete Repair Parts and Special Tools List (RPSTL), all mandatory replacement items, all consumable supplies, parts, safety items, and all approved STTE/TMDE identified for successful performance of the BEB LD/VV.

C.4.7.2 LD/VV Procedures. The Government shall provide the contractor with a draft Government TM verification plan no later than 90 days prior to the start of the LD/VV effort; this plan will include the specific maintenance tasks identified either hands-on or for desk-top review. Government reserves the right to require additional hands-on task performance of selected operator and maintenance procedures to determine TM quality. The contractor shall incorporate all comments resulting from LD/VV prior to submission of the final TMs.

C.4.8 System Support.

C.4.8.1 System Support Package (SSP). The contractor shall support the LD/VV and test events with a logistics support package that includes parts, manuals, engineering data and training documents as required herein.

C.4.8.1.1 LD/VV System Support Package (SSP). The Operator and Maintainer LD/VV Task List will be provided to the contractor 90 days after contract award. The contractor shall provide a draft SSP List (SSPL) to the Government within 30 days of LD/VV Task List receipt (Reference CDRL A00K). The Contractor shall review the LD/VV task list and determine what items will be needed (consumed, used, referenced) to successfully complete the tasks. At a minimum, it should include, but not be limited to: repair parts, unique and special tools, common tools, draft technical manuals (with RPSTL), all associated BEB drawings which may be required. The Government will review and approve the draft SSPL with comments 15 days after receipt from the contractor. The approved SSPL shall be ordered and delivered to the LD/VV site prior to the event.

C.4.8.1.2 Test SSP. When directed by a delivery order, and if testing is required away from the contractors facility, the contractor shall determine which items will be needed to successfully support testing. The test SSP will include repair parts, unique and special tools, common tools, draft technical manuals (with RPSTL), all associated BEB drawings which may be required, and Training Course One Program of Instruction. The test SSP is contractor-generated and Government-approved. The test SSP shall be delivered to the test site prior to the start of Government testing. The SSP will be inspected by the Government for completeness prior to the start of test. The SSP shall be replenished as required throughout the duration of the test. If any testing requires re-test, the SSP will be updated and made available at the time of re-test.

C.4.8.2 Not Used

C.4.8.3 Contractor Field Support Initial Fielding. The contractor shall provide one or more technical specialists who individually know all aspects of the boat: hydraulic, electrical, hull to act as field service representatives. They will provide fielding support as the Government issues boats. Their duties will include assistance with boat repair and minor unit training. These representatives shall also assist the materiel fielding team as needed. The contractor shall also work to support total package fielding requirements in emergency cases. For six months after the initial fielding (the first unit equipped) the contractor shall provide one field service representative who will ensure that the BEBs are properly serviced and trouble free. The field service representative shall maintain a log of required service and problems encountered along with the resolution of the problem. The contractor shall provide a copy of the log to the Government on a weekly basis.

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C.4.8.4 Contractor Technical Support. The Contractor or subcontractor shall provide technical representatives on site at the test and logistics events as necessary to support the Government objectives. Support can include technical assistance, user training, technical data collection and reporting, operating, troubleshooting, component and system fault isolation and repair. It may also include post-fielding modification programs. Estimated support should not exceed 60 days per event.

C.4.8.5 Contractor Fielding Support. The contractor shall provide one or more technical specialists who individually know all aspects of the boat: hydraulic, electrical, hull to act as field service representatives. They will be on call and designated for fielding support as the PM issues boats. Their duties will include assistance with boat repair, minor unit training. These representatives will also assist the materiel fielding team as needed. The contractor shall also work to support total package fielding requirements in emergency cases. Estimated contractor support should not exceed 60 days per fielding.

C.4.8.7 Facility Boat Support. The contractor shall ensure the first production unit boat is in good working condition throughout the program. The contractor shall provide parts, facilities, technical and maintenance support for the facility boat. The facility boat shall have all configuration changes incorporated as a result of test changes, contractor initiated changes, or Government direct changes. This includes restoration following logistics events, conferences (static operations), and test. The contractor shall provide transportation for the boat to and from such events.

C.4.8.8 Contractor Logistics Support (CLS). Contractor Logistics Support is essentially using a commercial source to provide support for materiel employed by Army field units in the form of field service, maintenance, supply and distribution, training, and rebuild/overhaul of specified items. When directed by the Contracting Officer, through issuance of a delivery order, the contractor agrees to participate in contractor logistics support. The CLS effort will be negotiated in a separate contract with the contractor and may require participation in direct vendor delivery, training, and repair/maintenance. The maintenance portion of the CLS may require field service representative diagnosis, repair, or upgrade. The supply portion of the CLS contract may require contractor evacuation, and return of items/ components that fail. The CLS Contract may be for multi-year support of the system.

C.4.8.9 Direct Vendor Delivery (DVD) Contract. When directed by the Contracting Officer, through issuance of a delivery order, the contractor agrees to participate in a DVD contract for spare parts with TACOM, Defense Logistics Agency (DLA), or other support service agencies to maintain the BEB. The DVD effort will be negotiated in a separate contract with the contractor and the DVD Contract will require the delivery of parts directly from the contractor to the unit. The requisition and electronic data integration will be transparent to the field units in that requisitions will be dropped through routine unit channels. The requisition will pass electronically through the supply center to the contractor to fill the requisition direct ship to the unit. The DVD Contract may be for multi-year support of the system.

C.4.9 MANPRINT

C.4.9.1 The contractor shall address MANPRINT considerations using Government resources/experts and incorporate them throughout the design and fabrication processes of the BEB to maximize soldier-machine interface. The contractors MANPRINT program shall be designed to ensure MANPRINT requirements by domain are considered throughout the design process. The contractor shall also coordinate MANPRINT decisions with the applicable logistics and systems engineering activities. The contractor shall ensure lessons learned from the previous BEB and human factors design guidelines and criteria have been incorporated into the system design, if available. Human factors engineering design guidelines, along with the definition of strength requirements of 5th percentile female soldiers are found in MIL-STD-1472F. Also included are the strength requirements for a Military Occupational Specialty (MOS) 21C soldier (reference AR 6-11). All tasks shall be designed to be performed by soldiers with skill and strength levels as defined by the MOS 21C. The contractor shall present MANPRINT efforts and status as part of the IPT process or as requested by the Government.

C.4.9.2 Logistics Human Factors Engineering (HFE). The contractor shall subject all design changes/modifications that will have an impact on the soldier machine interface to Human Factors Engineering (HFE) evaluations/assessments. The soldier machine interface design shall facilitate the BEB crews rapid and easy deployment of the BEB under all required operational conditions within the prescribed deployment times. The 5th percentile female through the 95th percentile male soldier wearing (1) arctic and (2) Mission Orientated Protective Posture (MOPP Ensemble) clothing shall be capable of operating the BEB.

C.4.9.3 Manpower. The BEB shall not require any additional manpower, beyond that required for the MK II BEB, for maintenance, recovery or deployment under all operational conditions.

C.4.9.4 Personnel. The bridge crew shall easily maintain, deploy and recover the BEB. Cognitive and physical requirements for the crew shall be less or similar to present BEB. The BEB shall require no new Military Occupational Specialty (MOS) or Additional Skill Identifier (ASI).

C.4.9.5 Training. The contractor shall optimize BEB component commonality to avoid an increase in course length over what engineer soldiers currently undergo.

C.4.9.6 Safety. The contractor shall establish a means of identifying, tracking and eliminating safety hazards that occur during the operation and maintenance of the BEB. Guidelines for the establishment of a safety system and for the identifying, tracking and reporting safety hazards are found in MIL-STD-882.

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C.4.9.6.1 The contractor shall identify hazards and assign to them a rating of the probability of occurrence and severity of occurrence. Mitigation efforts shall be identified to lessen the probability of occurrence and severity of resulting injury / damage.

C.4.9.6.2 The contractor shall submit a Safety Assessment Report (SAR) to the Government (Reference CDRL A00L). This report will identify the hazards, their likelihood of occurrence, the severity of resulting injury / damage and the mitigation actions taken. Hazards that have severe consequences and cannot be eliminated by design changes shall be clearly identified. A report shall be submitted 30 days after the Preliminary Design Review. An assessment of static (initial) stability, reserve buoyancy, and estimation of operational limitations resulting from stability and buoyancy shall be included in the report. Additional reports will be prepared as needed and directed by the System Safety Working Group to support hazard tracking and analyses.

C.4.9.7 Health Hazards. The contractor shall identify potential health hazards that are indigenous to and generated by the BEB. Health hazards shall be reported as part of the SAR. The contractor shall take steps to eliminate hazards or reduce them to a level acceptable to the Government.

C.4.9.8 Soldier Survivability. The contractor shall develop and implement a Soldier Survivability program to identify and manage these issues:

- a. Detectability
- b. Fratricide
- c. Attack avoidance
- d. Attack induced damage
- e. System induced soldier injury
- f. System induced soldier fatigue

Management of these issues includes (as appropriate) analysis, simulation, test, evaluation and impact reduction. The contractor shall identify soldier survivability shortfalls or issues and shall implement corrective action as directed by the Government. Soldier survivability issues may be reported separately or included in the SAR. Soldier survivability issues shall be reported in the same schedule as the SAR.

C.4.10 TRAINING REQUIREMENTS

C.4.10.1 Training Courses. The contractor shall develop two training courses for the BEB. The first shall cover the skills necessary to perform the tasks in TM 5-1940-322-10 (Operator). The second shall cover the skills necessary to perform the tasks in TM 5-1940-322-25 (Field and National Maintenance). Training materials shall be developed in two forms: Instructor-Based and Self-Taught.

C.4.10.1.1 Training Plan. The contractor shall develop a training plan that presents his approach to providing the materials described herein. The training plan shall be developed in contractor format and shall be delivered to the Government, electronically, 75 days after contract award. The training plan shall include a schedule for the development of materials; it shall identify milestones and risk factors. The training plan will be discussed and the training program established at the next scheduled ILS meeting, approximately 90 days after contract award. Training materials shall then be developed in accordance with the approved training plan. The Training Plan shall be developed and submitted in accordance with CDRL A00M.

C.4.10.2 Instructor-Based Training. The contractor shall develop two stand-alone courses, one for Operators and one for Maintainers. Training materials shall consist of a Training Course Outline, Program of Instruction (POI), Instructor Training Guide, Student Training Guide and Media Package (supplemental materials). Each course shall be 40 hours in length. Hands-on training shall constitute at least 70% of the instructional time. If the course of instruction runs less than 40 hours, the additional time shall be devoted to hands-on activities.

C.4.10.2.1 Training and Visual Aids. The contractor is encouraged to use a variety of media and forms of materials as training aids. Computer technology (such as streaming videos, Internet links, slide shows and digital photographs) may be used in addition to traditional materials (such as charts, transparencies, pamphlets and diagrams). The Contractor shall identify, in the training plan, the computer hardware and software required to conduct the courses. The Government will advise the contractor what resources are available, and what formats are acceptable at each training location. Training materials shall be provided in editable format when practicable. Materials shall be delivered free of restrictions on use and duplication.

C.4.10.2.2 Governing Documents. Instructor-Based training materials shall be developed and submitted in accordance with CDRL A00N.

C.4.10.3 Self-Taught Training. When directed by the Contracting Officer, through issuance of a delivery order, the contractor shall revise the Training Plan to include Self-Taught (Distance Learning) course development. The contractor shall provide two Distance Learning stand-alone courses with Computer-Based Interactive Training (CBIT) training materials. Course materials shall be formatted so that they can be viewed on standard computers loaded with the Windows operating system and Microsoft Suite products. These materials must be developed in the following format so that they are compatible with Government computer systems.

C.4.10.3.1 General Format. ToolBook, version 8.5 shall be utilized. No open scripting is allowed. Effects shall be developed using

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the Actions Editor, so that web enabling is possible. The final product shall be packaged to auto-install upon insertion of the CD. CBIT backgrounds shall be 9600 x 7200 pixels per page. Interactive Multimedia Instructor (IMI) backgrounds shall be 12000 x 9000 pixels per page. Digitized video shall be in Moving Picture Experts Group-1 (MPEG-1) format. Products shall be provided in editable format without proprietary locks. Products shall meet Joint Technical Architecture (JTA) version 6.5 guidelines for electronic media format. All products shall be delivered free of use restrictions and shall become the property of the Government upon delivery.

C.4.10.3.2 Registration Format. In the Properties for Book Menu, these selections shall apply:

1. General Tab: Save on close? Never. Prompt for reset? Yes (or check)
2. Book Title Tab: Distance Learning Course for Bridge Erection Boat, Operator or Distance Learning Course for Bridge Erection Boat, Maintainer as appropriate.
3. Author: PM Bridging
4. Description: Date published (mmddyy) PM Bridging.

C.4.10.3.3 CBIT Course Organization. Each course shall consist of two sections, a Demonstration Section, where information is presented, and an Evaluation Section, where comprehension is tested.

C.4.10.3.4 Operator Course Content. The Demonstration Section of the Operator course shall cover, at a minimum, these topics:

- a. Introduction to the program
- b. Navigation through the program
- c. BEB operation safety
- d. Location and description of major components
- e. Location and description of controls
- f. Operator PMCS and before and after operation checks
- g. Boat operations to include:
 1. Loading and unloading the boat from the cradle
 2. Launching from the IBC
 3. Raft building, and raft maneuvering (both methods)
 4. Bridge building and bridge anchoring
 5. Operation of the kits
 6. Methods to recover a swimmer from the water
 7. Recovery into the IBC
 8. Operation under unusual conditions

C.4.10.3.5 Maintainer Course Content. The Demonstration Section of the Maintainer course shall cover, at a minimum, these topics:

- a. Introduction to the program
- b. Navigation through the program
- c. BEB safety during maintenance
- d. Basic operation and use of controls.
- e. Description of these systems, component identification and operations:
 1. Engine
 2. Transmission and shafting
 3. Propulsion jets and scoops
 4. Steering
 5. Battery charging and main power components
 6. Console controls, gauges and alarms
 7. Bilge pumps, fire extinguisher and safety systems
 8. Fuel system
- f. Maintenance Tasks
- g. Troubleshooting techniques unique to the BEB

C.4.10.3.6 Governing Documents. Distance Learning training materials shall be developed and submitted in accordance with CDRL A00P.

C.4.10.4 Contractor Conducted Training.

C.4.10.4.1 Training Course One. The contractor shall provide the personnel and materials to conduct one Operator and one Maintenance class. The courses shall be conducted at the contractors facility. The contractor shall provide all instructors, course materials, facilities, aids and consumables. The contractor shall provide all computers and software required. A class shall consist of two contractor-provided instructors and a maximum of 20 students. Each student shall receive a hard copy of the training materials.

C.4.10.4.2 Instructor and Key Personnel Training (I&KPT). The contractor shall provide the personnel and materials to conduct one Operator and one Maintenance class in support of I&KPT. The courses shall be conducted at the contractors facility. The contractor shall provide all instructors, course materials, facilities, aids and consumables. The contractor shall provide all computers and software required. A class shall consist of two contractor-provided instructors and a maximum of 12 students. Each student shall receive a hard copy and an electronic copy of the training materials.

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C.4.10.4.3 Initial New Equipment Training (NET). The contractor shall provide the personnel and materials to conduct one Operator and one Maintenance class in support of the first fielding. Courses shall be conducted at a Government facility. The contractor shall provide instructors and course materials (C.4.10.2). Facilities will be provided by the Government. The contractor shall advise the Government what support is required beyond basic physical facilities (such as computers, black boards). A class shall consist of two contractor provided instructors and a maximum of 14 students. Each student shall receive a hard copy of the training materials.

C.4.10.4.4 Follow-on NET. At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide the personnel and materials to conduct Operator and Maintenance classes in support of system fielding as directed. Courses shall be conducted at Government facilities. The contractor shall provide instructors and course materials (C.4.10.2). Facilities will be provided by the Government. The contractor shall advise the Government what support is required beyond basic physical facilities (such as computers, black boards). A class shall consist of two contractor-provided instructors and a maximum of 14 students. Each student shall receive a hard copy of the training materials. Courses will be called-up in any quantity and mixture of types at the Governments descretion.

C.4.10.5 Schedule. The contractor shall submit draft training materials for review 270 days after contract award. The Government will review the materials. The contractor shall update the materials, including the Government comments, and use them for Training Course One. The contractor shall mark up the training materials after Training Course One and submit them within 30 days. The Government will review the materials. The contractor shall update the materials, including the Government comments, within 60 days. The updated materials shall be used for I&KPT. The contractor shall mark up the training materials after I&KPT and submit them within 30 days. The Government will review the materials. The contractor shall update the materials, including the Government comments, within 60 days, and deliver them to the Government. This final form of the training materials shall be utilized for optional NET training.

C.4.10.5.1 Training Material Updates. The contractor shall update training materials after Shakedown Test training and I&KPT. Updates shall be based upon feedback from the students and shall include changes directed by the Government. Training materials shall be updated after NET training only if directed by the Government as an option.

C.4.10.5.2 Government Reviews. The contractor shall provide training material development status updates at program review meetings. The Government will perform spot checks of materials under development to verify that schedules and technical standards are being maintained.

C.5 Testing and Evaluation

C.5.1 The contractor shall examine, inspect and test the materials and components of the BEB as necessary to ensure compliance with ATPD 2317. The contractor shall also support Government testing as specified herein.

C.5.2 In order to minimize the risk of deterioration of the performance and reliability of the BEB as a result of modification to various BEB systems, the contractor shall perform, with government participation, a subsystem design Failure Mode and Effects Analysis (FMEA) followed by component level analyses, using SAE J1739 as a guide. These subsystems shall include those with new and unique components such as, but not limited to, the Hydrojet and its hydraulic control, the new transmission, the engine cooling system, and the electrical charging system. Initial subsystem analyses shall be presented at the PDR with final results by the CDR. FMEA component level analyses and mitigating strategies shall be available by the CDR.

C.5.3 Test Planning. The contractor shall form a test planning team with the Government to examine all test issues, plan test activities, identify testing to be conducted, publish a Test Plan and participate in the execution of tests in order to provide sufficient data concerning the BEB capabilities to make pertinent development decisions relative to the program. The draft Test Plan shall be delivered at the CDR in contractor format. Specific test requirements follow.

C.5.3.1 Builders Trials (BT). The contractor shall, jointly with the Government, develop a BT that incorporates the requirements of ATPD 2317 and provides sufficient BEB physical operation through various operating loads and speeds to demonstrate satisfactory BEB operation. The goal is a total test duration of approximately 8 hours on each BEB prior to Government acceptance.

C.5.3.2 Shakedown Test (ST). Shakedown Test will be conducted on two (2) BEBs. This test shall be conducted by the contractor at a site mutually acceptable to the government and the contractor. It shall be of not less than 100 hours duration on each boat and shall simulate the following types of operation: Rafting, Bridging, Temporary Anchorage and Free Running. The contractor, jointly with the Government shall devise test procedures to accomplish the 100 hour/boat test. The Government will provide a data collector/observer to tabulate test incidents occurring during the test.

C.5.3.3 Transportability Test. The Government may conduct a rail impact test on the BEB with the IBC. The contractor shall support this test to ensure the BEB with the IBC successfully passes the rail impact test. All other transportation regulations shall be verified by inspection and analysis by the contractor.

C.5.4 Contractor Test Schedule. The contractor shall prepare and maintain an integrated test schedule showing all contractor tests to be performed during the contract (component level, hardware/software, integration, system shakedown and others necessary as determined by the contractor). The contractor Test Schedule shall be made available at CDR. The contractor shall notify the Government of the date, time, location and point of contact for each contractor test at least 10 days prior to start of test so that the Government may

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observe, participate and collect data.

C.5.5 Test and Test Support Requirement. The contractor shall perform all testing necessary to support the BEB program. All testing shall be performed at a site mutually agreeable to the government and contractor. The contractor shall implement test preparations for the BEB test program. The contractor shall provide all resources and equipment to complete the required tests.

- C.5.5.1 Contractor test support shall include:
- a. Failed parts tracking and failure analysis
 - b. Corrective action
 - c. Personnel

C.5.5.2 Transportation for Testing. The contractor shall coordinate shipping of BEBs to and from test sites and other locations to meet test schedules and requirements for BEB availability at the direction of the Government. Specific requirements will be coordinated between the Government and contractor. Delivery of boats to and from test sites will be at the contractors expense.

C.5.6 Test Results and Corrective Actions. The contractor shall provide test reports in contractor format and make them available via electronic means within 10 working days from test completion. The Government shall have continuous access to all test data. In addition, the contractor shall develop and maintain a failure reporting system to prioritize, track and manage failure analysis and corrective action activities resulting from failures detected during testing of the BEB. This database shall be in contractor format and be made electronically available to the Government to facilitate proactive management of the performance and reliability of the BEB. The contractor shall provide corrective action response to all test incidents as follows:

- Major & Critical test incidents (causing mission failure or loss of essential function); Initial response 48 hours, Final response 30 days.
- All Other incidents; Initial response 5 days, Final response 30 days

C.5.6.1 All approved configuration changes resulting from testing shall be incorporated into all production boats and documented per Attachment 2 at no additional cost.

C.5.7 Boat Refurbishment. Repair and upgrade of boats during tests shall focus on achievement of functions necessary to complete testing. After ST, the boats shall be updated to the approved final configuration and refurbished to like new condition. For planning purposes the ST boats will be delivered to the first fielded unit. Refurbishment will occur after the transportability test and will include the IBC.

C.5.8 Retest. The Government reserves the right to conduct additional inspections and tests prior to acceptance of any item containing new components, or if satisfactory resolution of any deficiency has not been completed. Costs for additional testing, if required, shall be the responsibility of the contractor. If testing fails, the contractor shall make appropriate corrections and retest at no additional cost to the Government.

C.6 Product Assurance

C.6.1 Quality Program. The contractor shall develop, implement and maintain a quality system acceptable to the government that ensures the functional and physical conformity of all products or services furnished under this SOW. The quality system shall achieve defect prevention and process control, providing adequate quality controls throughout all areas of SOW performance. The quality system shall be based on international quality standards such as the ISO 9000 series, or commercial, or national quality standards and shall be applicable to all areas of the contractors organization. At any point during SOW performance, the Government has the right to review the quality system to assess its effectiveness in meeting SOW requirements.

C.6.1.1 Required Inspections/Tests. Every boat shall receive the following inspections / tests. The results of these inspections / tests shall be entered into the boat Final Inspection Record. (FIR)

- Receiving inspection of the Mk I/Mk II hulls. Document the degree of repair needed prior to installation of the upgrade package.
- Documentation of serial numbers of major items and items with a manufacturers warranty. (Engines, Transmissions, Propulsion system), (Allows for future traceability)
- Configuration inspection for completeness and compliance with the manufacturing standard.
- Operational test/demonstration of all systems to ensure proper operation and hull integrity. (BT)
- Government acceptance

C.6.2 Certifications. The contractor shall prepare and submit certifications for those items identified in Table I of the Purchase Description. The contractor shall make available to the government, upon request, quality certifications for vendor supplied components and material. All certifications provided by the contractor shall include appropriate supporting documentation such as, but not limited to; test data, material analysis, drawings, purchase orders, specifications, etc. In the event that particular certifications are not acceptable to the government, the contractor shall conduct additional examinations and tests and/or provide additional documentation as required to verify conformance. A contractors Certificate of Safety and Seaworthiness shall also be

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provided.

- C.6.2.1 Re-Certification. The contractor shall provide a new certification whenever a change is made to any item (process, product or material). Sub-contracting does not relieve the contractor from providing the required certifications.
- C.6.2.2 Welder Qualification. The contractor shall provide certifications that the welder/welding equipment has passed qualifications. Copies of the certifications shall be provided to the Government upon request.
- C.6.2.3 Weld Inspector Qualification. Weld quality and workmanship shall be verified by certified welding inspectors.
- C.6.3 Final Inspection Record (FIR). In accordance with DI-QCIC-81068, and CDRL A00S the contractor shall develop and maintain a FIR for each boat produced under this contract. The FIR shall list each system characteristic or function to be inspected from the requirements of ATPD 2317, along with any changes made elsewhere in the contract. The contractor may prepare the FIR in contractor format. As a minimum the FIR shall have blocks for the contractor inspectors initials indicating that each characteristic or function was inspected and either accepted or rejected. Additionally, any rejected characteristic of function shall have another block for re-inspection and acceptance. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR will be reviewed and approved by the Government prior to implementation. The FIR shall be available for review prior to First Production Unit Inspection (FPUI) and First Article Evaluation. The contractor shall update the FIR to reflect all engineering and/or manufacturing changes. Each update shall require Government review and concurrence prior to implementation. No boat shall be offered to the government for inspection and acceptance prior to completion of the FIR.
- C.6.3.1 Validation/Verification of the FIR. The contractor and government shall conduct a joint final inspection of the first boat produced utilizing the newly developed FIR. The purpose of this inspection is to perform a final validation and verification of the FIR.
- C.6.3.2 Boat Final Inspection. The contractor shall utilize the FIR to inspect each boat produced. Deficiencies detected shall be noted on the FIR deficiency sheet, and corrected by the contractor prior to offering the boat to the Government for final acceptance. The original FIR and a copy shall be submitted along with each boat.
- C.6.4 Test and Production Location. The contractor shall produce the first production unit and the production quantity at the same location and facility. If any boats are impacted by a change of the contractors manufacturing facility, a complete FPUI and ST, as a minimum, may be required at no increase in contract cost.
- C.6.5 Change of Suppliers. If the contractor elects to change sources of supply for any component after conditional acceptance of the FPUI boat, the Government reserves the right to conduct additional inspections and tests prior to acceptance of any item containing the new component. The contractor shall notify the Government 30 days prior to a change in suppliers.
- C. 6.6 Configuration. The BEB shall comply with all the requirements of this SOW including but not limited to the ATPD 2317. All systems delivered under this SOW shall be identical in configuration. The unit configuration shall consist of all Government approved product specifications, product drawings, and associated documents. The contractor shall identify and document all configuration changes between the FPUI through final approved configuration of the boat.
- C.6.7 Shakedown Test (ST). As required by contract, the ST is a test of the end item conducted by the contractor at a contractor test site with Government oversight. The ST evaluates the complete boat with all kits installed for conformance to technical requirements and confirms that the design is ready for production. The ST is conducted in accordance with an approved test plan. Table 1 of ATPD 2317 identifies the system and functions that will be evaluated. The ST may be repeated or continued to verify that corrective actions resulting from the initial ST are effective.
- C.6.8 Follow-on Production Test (FPT). When required by the contract, one production unit shall undergo follow-on production testing by the contractor at the contractors test site to evaluate continued conformance to Section 3, ST requirements as referenced in Table I of ATPD 2317. The test shall be similar to ST but will be limited in scope. The government will select the test unit. Any deficiencies found during or as a result of the FPT, may result in Government stopping acceptance on subsequent boats until the contractor has corrected the conditions causing the failures. All corrective actions carried out as a result of the deficiencies found during or as a result of FPT, may be successfully demonstrated during a full retest to the portion of the FPT as directed by the government at no additional cost to the government.
- C.6.9 First Production Unit Inspection (FPUI). The contractor shall perform a final inspection of the first produced boat in accordance with the requirement specified in ATPD 2317. All deficiencies detected during FPUI will be corrected prior to acceptance by the government. All deficiencies corrected as a result of FPUI will be completed by the contractor at no additional cost to the government. In the event of a major component change (engine, transmission, or propulsion system) an additional FPUI will be conducted consisting of inspecting and verifying the new component and their associated hardware.
- C.6.9.1 First Production Unit Acceptance. The contractor shall submit an inspection report that provides detailed results of the FPUI in accordance with DI-NDTI-80809B, and CDRL A00T. The contracting officer will notify the contractor of approval or disapproval of the FPUI. If FPUI is disapproved and additional inspections are required, the contractor shall resubmit an inspection report. All costs

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related to additional FPUI shall be borne by the contractor.

C.6.9.2 Manufacturing Standard. The FPUI unit shall be retained by the contractor as the manufacturing standard (facility boat) and may be shipped as part of the contract quantity at a later date. All approved changes throughout the life of the contract will be incorporated into this boat. At the discretion of the Government, a newly produced unit with the latest configuration (of incorporated changes) may be selected to represent the manufacturing standard (FPUI). The Government will verify that the latest ECP changes are incorporated into this unit.

C.6.10 In Process Inspections. During production of the BEB, in-process inspections shall be performed on every boat produced by the contractor, to evaluate conformance to the Section 3 requirements referenced in Table I of ATPD2317. These inspections may be witnessed by government representatives. The contractor shall identify and establish in-process inspection points and inspections where the absence of such inspections could adversely affect quality. In addition, evaluation of process controls and workmanship will be made at this time. During the inspection, the contractor shall have available for review and evaluation the following records: quality manual (or appropriate document), work instructions, process procedures, inspection records, and welder certifications. All processing and welding procedures, inspection records, calibration procedures and welder certifications shall be available for review and evaluation. When required by the government, these inspections shall be made prior to the application of primer and paint. Each assembly operation shall have a process sheet that calls out what operation takes place at each station. A completed process sheet will be signed off by the operator /assembler prior to movement to the next station. A routing sheet (traveler) reflecting these operations will be attached to each hull throughout its entire build process.

C.6.11 Inspection Equipment. The contractor shall supply, maintain and calibrate all inspection and test equipment necessary to assure the boat system and components conform to SOW requirements. All inspection equipment shall be available for use at the start of production, and shall be available to the Government inspector when required for verification purposes.

C.6.12 Inspection Records. The contractor shall maintain and make available to the Government all records of examinations and tests performed on material used to produce each boat. This documentation shall describe deficiencies found during inspection and all corrective action undertaken to correct these deficiencies. These records shall be maintained for a period of four years following completion of the contract.

C.6.13 Government Furnished Material. The contractor shall conduct an inspection on Government Furnished Material and provide for its secure storage. Any deficiencies should be reported on the Product Quality Deficiency Report (PQDR) SF-368 (reference CDRL A00U). A detailed list of Government Furnished Material will be provided 10 days after award.

C.6.14 Component Interchangeability. The contractor and his sub-contractors shall not make any changes to any component part or end item without the governments approval after acceptance of the First Production Unit Inspection (FPUI). In order to determine whether proposed changes should be approved, the government reserves the right to conduct another test similar to the ST at the contractors expense.

C.6.14.1 Additional Testing. The Government reserves the right to require additional testing at contractor expense in the event any contractor-proposed engineering change is felt to have a potential impact on the ability to meet the requirements of ATPD 2317.

C.6.14.2 Control Test. Control tests may be performed at any time if there is reason to believe that production boats do not meet the technical requirements of ATPD 2317. Control tests are the responsibility of the contractor.

C.6.15 Deficiencies. All deficiencies detected by either the contractor or the government shall be presumed to be present on all boats produced since the last acceptable test. The Government may stop acceptance of additional boats until satisfactory evidence has been provided that indicates the deficiencies are not present on all boats produced since the last acceptable test and corrective action has been taken to repair deficiencies and preclude recurrence. Failure to provide corrective action or request an extension within five working days after detection of the deficiency(s) may result in the Government stopping acceptance on subsequent boats until the conditions causing failures have been corrected and approved by the Government. Request for extensions, at a minimum, shall state purpose of the extension and establish a completion date for determining the extent of the deficiency. Approval of the request will be at the discretion of the Contracting Officer. At the Governments discretion, another boat with corrective actions implemented may be subjected to re-test to verify the corrective actions.

C.6.16 Quality Deficiency Reports (QDRs). Quality Deficiency Reports (QDRs), Standard Form 368, are generated by users to report problems with equipment. The contractor shall investigate and provide failure analysis and corrective action to all QDRs generated against product/supplies produced under this SOW. The contractor shall provide a report in accordance DI-RELI-81315, and CDRL A00V. The contractor shall perform the investigation; identify probable cause of failure, and corrective action. The contractor shall provide replacement parts for all components determined to be deficient in design, workmanship or product conformance. Corrective action shall be at no additional cost to the government. Corrective action requiring configuration changes shall not be implemented without government approval.

C.6.16.1 The contractor shall respond to Category 1 QDRs within 48 hours. Category 1 defects are items relating to:
 Death, injury or job-related illnesses
 Loss or major damage to the system

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C.6.16.2 The contractor shall respond to Category 2 QDRs within 30 days using SF 368.

C.6.17 Warranties. The contractor shall manage a warranty program and provide a warranty on the boat and its components for 12 months starting on the date of customer handoff. Defects in the manufacturing and/or assembly shall be corrected at the contractors expense for a period of one year after customer handoff. If boats are placed in storage before being put in service, the warranty period shall not start until each such boat is withdrawn from storage and issued to a customer. The contractor shall provide the Government with warranty coverage for components beyond one year from the date of customer handoff to the extent that the contractors supplier customarily provides warranty coverage beyond 12 months to their commercial customers. The details of the warranty coverage shall be contained in the technical manuals. The contractor shall provide a point of contact for warranty issues.

C.7 Preparation for Delivery

C.7.1 Packaging. Each BEB shall be delivered complete, with all components and Basic Issue Items (BII). The mast shall be secured in the lowered position. The cabin cover shall be off and secured within the forward cockpit. The searchlight, BII and easily pilferable items shall be packaged and secured for rail shipment. Packaging requirements shall be as specified in the contract.

C.7.2 Packaging for Shipment. The boat shall be prepared for shipment by the Government to the fielding location(s). The contractor shall ensure that all items of the BEB are securely stored and the BEBs ready for loading on either trucks or railcar (this will depend on the location of the shipyard and the convenience of a railhead). The contractor shall be responsible for ensuring the BEBs are properly loaded onto the conveyance method used by the Government.

C.7.3 Shipment Condition. Each BEB shall be serviced prior to shipment as follows, unless otherwise specified in the contract. The BEB shall be shipped ready for storage.

C.7.3.1 Fluids, Lubricants and Fuel. The cooling, lubricating and hydraulic systems shall be filled to the manufacturers recommended levels. The fuel system shall be dry. Dry means essentially no fuel, with the system purged to the degree necessary to ship the BEB by rail. Preservative-type oils shall be used when the boat will be subjected to long-term storage. Preservative-type oils shall be used only when directed by the Government. Raw water systems shall be drained down to prevent corrosion and growth of fouling.

C.7.3.2 Electrical System. The batteries shall be disconnected and the terminals protected against shorting. Exposed connectors shall be protected against weather damage by wrapping, plugs or caps.

C.7.3.3 Bilges. The bilges shall be clean and dry. The drain plug shall be open.

C.7.4 Storage Prior to Shipment. The contractor shall be responsible for storing the BEBs at his facility prior to shipment by the Government. The Government will be fielding the BEBs in a unit set of 14. The contractor shall be responsible for ensuring that the BEBs are properly stored and any special care and storage requirements are accomplished while the BEBs are at the contractors facility awaiting shipment. The contractor shall be responsible for the physical security of the BEB and all equipment specified in C.7.1.

C.8 Other Requirements

C.8.1 Kits. The contractor shall provide all provisions (electrical, mounting locations, etc.) on each BEB to accept the kits required in the ATPD 2317 (NAVKIT, Radio, Heater). The contractor shall provide two of each kit for use in testing and production of the BEB, with the exception of the SINGARS standard equipment. Additionally the contractor shall include in Section B the price for installation of all kits on the BEB. For planning purposes the following information is included for pricing of the installed kits:

- a. NAVKIT 5 BEBs will have this kit installed.
- b. Radio Kit 5 BEBs will have this kit installed.
- c. Heater Kit Not installed units may order though supply system

C.8.3 Optional Painting and Markings. Boats shall be provided in solid-color green topcoat unless otherwise required by Section B of the contract. The Government may order boats in the colors listed below at the price established in Section B of the contract:

- Solid Tan 686, color chip 33446 IAW FED-STD-595.
- Three-color woodland Camouflage, consisting of Green 383, chip 34094, Brown 383, chip 30051 and Black, chip 37030.

C.8.3.1 The three-color camouflage pattern is shown on drawing 97403-13226E7222. The Government will provide this drawing when camouflage topcoat is required. The contractor shall apply the topcoat, with the color demarcations within +/- one inch of the indicated pattern. The contractor shall develop templates and work instructions, as necessary, to ensure that the pattern conforms to the drawing. Painted informational markings shall be Black when applied over Tan, Green or Brown backgrounds. Informational markings shall be Green when applied over a Black background. The NAVKIT components, label plates, information tags and decals shall be the same colors regardless of background paint color.

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C.8.4 Conversion of Mk I BEB hulls to Mk II BEB hull standards. The contractor shall convert Mk I BEB hulls to Mk II hull standards in accordance with Attachment 3 to this Statement of Work at the price established in Section B. The Government will identify at time of call-up the quantity of Mk I BEB hulls to be converted.

C.9 Correction of Design Deficiencies

C.9.1 In recognition of the limited Government testing of the BEB, the contractor agrees that design deficiencies discovered during the first six months after initial fielding will be the responsibility of the contractor to correct and incorporate into all BEBs produced under this contract.

C.9.2 The contractor shall be responsible for any additional testing required as well as the submission of updated configuration management documents (drawings, specifications, etc.) and logistics products related to the correction.

C.10 ADDITIONAL CLAUSES

C.10.1 Battle Damage Assessment Repair (BDAR)

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide a Battle Damage Assessment Repair (BDAR) procedures and instructions to be used in the event the BEB is damaged in battle, as described in paragraph C.4.6.6, at the price established in Section B. The Contracting Officer may issue an order for the item at any time from the date of contract award through the forty eighth (48) month of the contract by giving written notice to the contractor. The procedures shall be submitted 90 days after the order is issued.

C.10.2 Test SSP

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide a test System Support Package (SSP) for use in testing the BEB, as described in paragraph C.4.8.1.2, at the price established in Section B. The contractor shall deliver the SSP to the Government test site thirty days prior to the test. The contractor shall replenish any item used from the SSP during testing. The Contracting Officer may issue an order for the item at any time from date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.3 Contractor Technical Support

At the direction of the Contracting Officer, through issuance of a delivery order, the Government may add contractor technical support as described in paragraph C.4.8.4, and the contractor shall provide technical support to the Government during testing or logistics events. For planning purposes no more than 60 days per event are envisioned. The contractor shall provide up to 600 man days of contractor technical support at the price established in Section B. The Contracting Officer may issue an order from the date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.4 Contractor Fielding Support

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide contractor fielding support as described in paragraph C.4.8.5 to support fielding of the BEB. For planning purposes no more than 2 Fieldings per year are anticipated. The contractor shall provide up to 600 man days contractor fielding support at the price established in Section B. The Contracting Officer may issue an order from the date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.5 Self Taught Training Option

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide self-taught training as described in paragraph C.4.10.3, at the price established in Section B. The contractor shall develop two self taught training courses (operators and maintainers). The training courses shall be delivered within 180 days of request. The Contracting Officer may issue an order from the date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.6 Follow-on NET

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide additional follow-on new equipment training (NET) as described in paragraph C.10.4.4. The contractor shall provide up to 20 New Equipment Training sessions at the price established in Section B. The order may be issued individually depending on the needs of the unit being fielded. For

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planning purposes two courses per fielding are anticipated. The Contracting Officer may issue an order from the date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.7 Follow-on Production Test

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide additional follow-on production testing as described in paragraph C.6.8. The Contractor shall provide one follow-on production test per production year (PY2, PY3, PY4, and PY5) at the price established in Section B. The Contracting Officer may issue an order for this effort from the date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.8 Kits

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide additional NAVKITs as described in paragraph C.8.1. The Contracting Officer may issue an order at the time of program year call-up.

C.10.9 Optional Paint Colors

At the direction of the Contracting Officer, through issuance of a delivery order, the government may order BEBs each program year in colors other than the standard green as described in paragraph C.8.3. The Contracting Officer may issue an order at the time of program year call-up.

C.10.10 Conversion of Mk I BEB Hulls to Mk II BEB Hull Standards

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall convert of Mk I BEB hulls to Mk II BEB standards as described in paragraph C.8.4. The Contracting Officer may issue an order for this at the time of program year call-up.

C.10.11 Additional Bridge Erection Boats

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide additional Bridge Erection Boats at the price established in Section B. The Contracting Officer may issue an order for this at anytime from date of contract award/program year call-up for a period of twelve (12) months, by giving written notice to the contractor.

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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 252.211-7003	ITEM IDENTIFICATION AND VALUATION	JAN/2004
<p>[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at http://www.acq.osd.mil/uid .]</p> <p>(a) Definitions. As used in this clause--</p> <p>"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.</p> <p>"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.</p> <p>"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.</p> <p>"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.</p> <p>"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/uid .</p> <p>"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.</p> <p>"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.</p> <p>"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.</p> <p>"Issuing agency code" means a code that designates the registration (or controlling) authority.</p> <p>"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.</p> <p>"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.</p> <p>"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.</p> <p>"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).</p>		

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"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid_.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

Item Description: Boat, complete	Engine assembly, complete, as containerized
	Jet Assembly, complete, as containerized

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

- (A) Data Identifiers (DIs) (Format 06).
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

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(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier**, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.*

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

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- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Unit of measure.
- (9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

_____(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

D-2	52.247-4016	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
	(TACOM)		

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.211-4016	CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES	AUG/2003

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1 microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any TT-C-490E (Type I) inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg per square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer. Requalification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tookey gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

(b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPs and hazardous materials.

[End of Clause]

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E-5	52.211-4030 (TACOM)	BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES	JAN/2003
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(a) Scope: The requirements contained herein apply whenever any or all of the following specifications are cited in the contract: MIL-C-46168, MIL-C-53039, MIL-PRF-22750, or MIL-DTL-64159.

(b) CARC Primers: The preferred CARC primer for all applications is cathodic, epoxy electrocoat per MIL-C-53084. This primer can be directly substituted whenever MIL-P-53022 or MIL-P-53030 is specified on a drawing or specification. The dry film thickness table below contains mandatory minimum and maximum dry film thickness requirements. Failure of production painted hardware to comply with these ranges will dramatically impact the corrosion resistance and/or chip resistance of the CARC coating system. If the contractor does not possess the personnel or equipment to meet these mandatory thickness requirements, then cathodic epoxy electrocoat must be used. Any part that has rust, heat treat or mill scale must be abrasive blasted prior to the application of any coating. Select powder coat primers which have 0.0 VOCs and 0.0 HAPS can also be used as a direct replacement for MIL-P-53022 and MIL-P-53030 primers. These powder coat primers, however, can only be applied by TACOM-approved applicators. The qualification and application of these primers is controlled by "Performance Standard for Combat Grade Powder Coat Paint - U.S. Army - TACOM" and is available at <http://contracting.tacom.army.mil/engr/eng.htm>

(c) CARC Application: The dip application of any coating listed in the table below (with the exception of epoxy electrocoat which is specifically designed for dip application) is prohibited.

(d) End-Item Inspection. After the complete paint finish has been applied and cured* (See note below), the Contractor shall test and inspect two units per lot for (i)workmanship, (ii) total paint film thickness and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees F. for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F. minimum.

- (e) Test Methods:
- (1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.
 - (2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:
 - (a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.
 - (b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of

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an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait ten seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

NOTE: The above two tests are not a substitute for corrosion test such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(f) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

DRY FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils) (MANDATORY RANGE)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022, Type I	1.0 - 2.5
MIL-P-53022, Type II	1.5 - 2.5
MIL-P-53030	1.5 - 2.5
MIL-P-53084	0.8 - 1.5
MIL-C-22750	1.3 - 2.5
MIL-C-46168	1.8 MINIMUM
MIL-C-53039	1.8 MINIMUM
MIL-DTL-64159	1.0 MINIMUM

* May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

NOTICE: The scribe tape test is designed to detect any major deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (a) Inadequate cleaning of the substrate.
- (b) Contamination of the surface between coatings.
- (c) Excessive paint film thickness in a single coating application.
- (d) Application of a coating over a previous coating which has not been adequately cured.

[End of clause]

E-6	52.211-4071 (TACOM)	CHEMICAL AGENT RESISTANT COATING (CARC) ON WOOD COMPONENTS	OCT/1997
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(a) Wood shall be in accordance with A-A-52520, and pressure treated with copper napthenate in light solvent solution to a net minimum retention of 0.040 pound per cubic foot (PCF) of copper as measured by gauge or assay method or treatment to refusal. For domestic hardwood species, an alternative non-pressure treatment is acceptable if the high concentrate (2%) of water repellant copper napthenate solution in accordance with American Wood Preservers Association (AWPA) P8 is used and the same net retention is achieved as with pressure treatment when measured by assay method. After treatment, the wood shall provide a paintable surface as described by the paintability requirements of Spec TT-W-572, except that the wood species, treatment and paint shall be the same as furnished for this contract.

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(b) After demonstrating that the paint adhesion requirements are met, and Government inspection/acceptance of this item has occurred, any subsequent flaking and peeling of paint from the wood shall not be considered a defect unless the Government establishes that the flaking and/or peeling of the paint was caused by defective workmanship in the application of the paint or the preparation of the painted surface.

[End of Clause]

E-7	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

SUBCONTRACTOR'S PLANT: _____
Silver Ships

Theodore, AL 36590

[End of Clause]

E-8	52.246-4029	ACCEPTANCE POINT: ORIGIN	OCT/2002
	(TACOM)		

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

****DATA WILL BE ACCEPTED AT DESTINATION, IAW DD1423, CDRL, EXHIBIT A****

[End of Clause]

THE FOLLOWING CLINS APPLY TO 52.246-2, INSPECTION FOR SUPPLIES:

1001AA	1001AB	1005AA	1006AA	2001AA
2001AB	2002AA	2002AB	2004AA	3001AA
3001AB	3002AA	3002AB	3004AA	4001AA
4001AB	4002AA	4002AB	4004AA	5001AA
5001AB	5002AA	5002AB	5004AA	

THE FOLLOWING CLINS APPLY TO 52.246-4, INSPECTION FOR SERVICES:

0001AB	0001AC	0001AD	0001AE	0001AF
0001AG	1003AA	1004AA	2003AA	3003AA
4003AA	5003AA			

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*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

Delivery dates, times and quantities will be specified in the delivery order.
Quantity not to exceed 10 boats per month.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

[End of Clause]

F-9	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and
ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-10	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-04-D-0318 MOD/AMD</p>	<p align="center">Page 53 of 67</p>
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(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-11	52.242-4009	ACCELERATED DELIVERY--NOTICE OF SHIPMENT	FEB/1998
	(TACOM)		

(a) You must send a notice of shipment in accordance with FAR 52.242-12 REPORT OF SHIPMENT when:

- You accelerate delivery, and
- The accelerated delivery increment exceeds 20% of this contract's total delivery quantity.

(b) This clause doesn't relieve you of any other obligations or requirements of FAR 52.242-12, or of this contract. See the specific delivery schedule clause in the Schedule of this contract (which may also be given elsewhere in this Section F) to determine if acceleration is acceptable and under what conditions.

[End of Clause]

F-12	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
	(TACOM)		

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-13	52.247-4017	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR	MAY/2004
	(TACOM)	ADDRESSES	

Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

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875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-5	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
H-6	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-7	252.225-7021	TRADE AGREEMENTS	JUN/2004
H-8	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-11	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-12	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 3, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 10 boats per month.

(2) Any order for a combination of items in excess of 10 boats per month.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-13	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all

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supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six and one-half (6 1/2) years after contract award.

[End of Clause]

H-14 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.
- (End of provision)

H-15 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

H-16 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

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[End of Clause]

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SECTION I - CONTRACT CLAUSES

SUBCONTRACTING

THE CONTRACTOR SHALL AWARD 25% OF THE CONTRACT DOLLARS TO U.S. BUSINESSES. OF THIS PERCENTAGE,

BEB PRODUCTION SHALL OCCUR AT A NORTH AMERICAN SMALL BUSINESS SHIPYARD.

*** END OF NARRATIVE I 002 ***

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-15	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-18	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-22	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-23	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-24	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-25	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-26	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-27	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-28	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-29	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-30	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-31	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-32	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-33	52.232-1	PAYMENTS	APR/1984
I-34	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-17	INTEREST	JUN/1996

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	Regulatory Cite	Title	Date
I-37	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-38	52.232-25	PROMPT PAYMENT	OCT/2003
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-43	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-44	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-45	52.242-13	BANKRUPTCY	JUL/1995
I-46	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-47	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-48	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-49	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)	MAY/2004
I-50	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-51	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-52	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-53	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-54	52.248-1	VALUE ENGINEERING	FEB/2000
I-55	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-58	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-59	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-61	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-62	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-63	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-64	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-65	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-66	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-67	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-68	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-69	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-70	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-71	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-72	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
I-73	252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS	JUN/1997
I-74	252.229-7008	RELIEF FROM IMPORT DUTY (UNITED KINGDOM)	JUN/1997
I-75	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-76	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-77	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-78	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-79	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-80	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-81	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-82	252.247-7021	RETURNABLE CONTAINERS OTHER THAN CYLINDERS	MAY/1995
I-83	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

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(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with *.xls, *.wbl, or *.wk3 the preferred formats.

[End of Clause]

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I-84 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-85 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS JUL/2004

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-86 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

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(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-87 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-88 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

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(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

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(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-89	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

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(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-90 52.247-4011 FOB POINT

SEP/1978

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(2) Subcontractor's Plant: _____

SILVER SHIPS
THEODORE, AL 36590

[End of Provision]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	18-FEB-2004	029	EMAIL
Attachment 001	ATPD	03-MAR-2004	020	EMAIL
Attachment 002	CONFIGURATION MGT DOCUMENTATION	03-MAR-2004	009	EMAIL
Attachment 003	MILESTONE BILLING SCHEDULE	20-SEP-2004	005	EMAIL